

GENERAL SUB-GRANT CONDITIONS AND ASSURANCES

The applicant, for federal funds administered by VDSS, gives assurances and certifies with respect to the sub-grant that it will comply with the following requirements:

1. The applicant will comply with all applicable provisions of the funding source and the Virginia Department of Social Services (VDSS) Request for Application, as issued, and all conditions, terms and assurances of the sub-grant award.
2. **APPLICABLE LAWS AND COURTS:** This Request for Applications and any resulting sub-grant award shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The applicant shall comply with all applicable federal, state and local laws and regulations.
3. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Department of Social Services shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this sub-grant.
4. **CHANGES TO THE AGREEMENT:** Changes can be made to the sub-grant agreement. The parties may agree in writing to modify the program requirements. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the sub-grant agreement.
5. **DEFAULT AND/OR CANCELLATION OF SUB-GRANT:** In the case of failure to deliver services in accordance with the terms and conditions, VDSS, after due oral and written notice, may obtain them from other sources. VDSS reserves the right to cancel and terminate any resulting sub-grant, in part or in whole, without penalty, upon written notice to the sub-grantee. Upon thirty (30) days written notice, the sub-grantee may terminate the sub-grant. Any sub-grant cancellation notice shall not relieve the sub-grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
6. **INSPECTION AND AUDIT:** The applicant agrees to retain all books, records, and other documents relative to this sub-grant for five (5) years after final payment, or until audited by the Commonwealth of Virginia. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.
7. **ANTI-DISCRIMINATION:** The applicant certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, and the Americans With Disabilities Act:

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this sub-grant, the applicant agrees as follows:
 - a. The applicant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the applicant. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The applicant, in all solicitations or advertisements for employees placed by or on behalf of the applicant, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The applicant will include the provision of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion,

national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to VDSS.

8. ETHICS IN PUBLIC SUB-GRANTS ADMINISTRATION: By submitting their proposals, applicants certify that their applications are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this sub-grant award process any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
 9. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their applications, the applicants certify that they do not and will not during the performance of this sub-grant employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 10. QUALIFICATIONS OF APPLICANTS: VDSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the work and the applicant shall furnish VDSS all such information and data for this purpose as may be requested. VDSS reserves the right to inspect applicant's capabilities. VDSS further reserves the right to reject any application if the evidence submitted by, or investigations of, such applicant fails to satisfy VDSS that such applicant is properly qualified to carry out the obligations of the sub-grant and to complete the work contemplated therein.
 11. NONDISCRIMINATION OF APPLICANTS: An applicant shall not be discriminated against in the solicitation or award of this sub-grant because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this sub-grant is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided to this sub-grant objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
 12. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VDSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
 13. APPLICANT PERFORMANCE: The purchasing agency may monitor and evaluate the applicant's performance under the sub-grant through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the applicant's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this sub-grant shall be a primary consideration for extension of this sub-grant and may be a consideration in future sub-grant awards and negotiations.
 14. CONFIDENTIALITY: Any information obtained by the applicant concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
 15. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this sub-grant shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this sub-grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this sub-grant without the prior written consent of the purchasing agency.

- Any materials produced under this sub-grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the sub-grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project is supported with federal funds made available to Virginia from the United States Department of Agriculture (USDA).

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the USDA.

The applicant also agrees that one copy of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

16. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

- A Statement of Sub-grant Award/Acceptance will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon sub-granting of an award. Upon approval of the sub-grant award, the sub-grantee will be reimbursed for expenses on a monthly basis according to the terms of the sub-grant award. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a monthly basis to the Department of Social Services for reimbursement. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
- Payments will be made via direct deposit (electronic data interchange – EDI). Upon award, sub-grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at <http://www.doa.state.va.us>
- The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

17. COMPENSATION: to the sub-grantee for delivered services shall be as follows:

- The sub-grantee shall be paid on a cost reimbursable basis.
- Actual expenditures shall be invoiced pursuant to approved line item budget categories.
- No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative.
- All revenue from the sale of products derived through activities performed pursuant to this sub-grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- The invoice period shall be monthly. The sub-grantee shall invoice the purchasing agency each month on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the sub-grantee fails to submit monthly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the month in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds.

- Payments will be made via direct deposit (electronic data interchange – EDI). Sub-grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.
- If the sub-grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the sub-grant, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. All services provided by the sub-grantee pursuant to this sub-grant shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The sub-grantee shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- The sub-grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the General Sub-grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

Authorized Official

Date